

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
(Central Islip Division)**

★ JAN 21 2015 ★

**LONG ISLAND OFFICE**

**AMERICAN AUTOMOBILE ASSOCIATION** )

**Plaintiff,** )

**v.** )

**FAMILY AUTO SERVICE INC.** )

**Defendant.** )

**Civil Action No. 14-cv-5362-SJF-GRB**

**PROPOSED PERMANENT INJUNCTION AND ORDER OF JUDGMENT**

1. This matter comes before the Court on the motion of Plaintiff American Automobile Association ("AAA") for entry of default judgment against Defendant Family Auto Service Inc. ("Defendant").

2. On September 12, 2014, AAA filed its Complaint in this Court seeking injunctive relief and damages. The Complaint asserted claims against Defendant for trademark infringement, false designation of origin, and unfair competition; in violation of sections 32(1) and (2) and 42(a) of the Lanham Act, 15 U.S.C. §§ 1114(1)-(2), 1125(a) (2012), and for deceptive trade practices, false advertising, trademark infringement, and unfair competition in violation of New York law.

3. Defendant was served with the Complaint and Summons on September 19, 2014. Defendant did not respond to the Complaint within 21 days as required by Federal Rule of Civil Procedure and, therefore, is in default. On November 24, 2014, AAA filed the instant motion, which sought only entry of the injunctive relief prayed for in AAA's Complaint. Defendant has not responded to AAA's motion.

**GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED AS  
FOLLOWS:**

4. Family Auto Service Inc., its agents, servants, employees, attorneys, and any and all persons in active concert or participation with it, shall be enjoined and restrained from all use of the AAA Marks, or of any combinations of the letters "A," in any form or manner that resembles, suggests, or intimates that Defendant is approved or endorsed by, or otherwise affiliated with, AAA.

5. Family Auto Service Inc., pursuant to 15 U.S.C. § 1118, shall further be required to destroy all literature, signs, billboards, labels, prints, packages, wrappers, containers, advertising materials, stationery, and other items in its possession or control that contain the AAA Marks or any term, symbol, or logo confusingly similar to those marks; and to destroy any and all means in its possession or control of making any of those infringing items.

6. Family Auto Service Inc. shall further be required to have deleted or removed from publication any advertisements paid for or used by it containing any of the AAA Marks and any other name, mark, or logo confusingly similar to them.

7. Family Auto Service Inc. shall further be required to permanently delete and destroy all electronic content, including all websites, domain names, and other electronic materials displaying the AAA Marks and any other name, mark, or logo confusingly similar to them.

8. Family Auto Service Inc. shall further be required to file with the Court and serve on AAA, <sup>on or before Feb 23, 2015</sup> ~~within thirty (30) days after entry of an injunction~~, a report in writing under oath setting forth in detail the manner in which Defendant has complied with the Court's injunction and orders.

9. AAA shall serve a copy of this injunction and order on Defendant by delivering a copy of this order to it in accordance with Federal Rule of Civil Procedure 4.

**IT IS SO ORDERED.**

DATE: June 21, 2015

s/ Sandra J. Feuerstein

The Honorable Sandra J. Feuerstein  
UNITED STATES DISTRICT JUDGE